

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL
ITEMS**1. REQUISITION NUMBER
W-4-W1-20-OA-G21 000

PAGE 1 OF 79

2. CONTRACT NO.

3. AWARD.EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

TIRNO-04-R-00015

6. SOLICITATION
ISSUE DATE
07/19/20047. FOR SOLICITATION
INFORMATION CALL:

a. NAME

BROWN, LEONA M

b. TELEPHONE NUMBER (*No collect calls*)

202-283-1296

8. OFFER DUE DATE/
LOCAL TIME
08/19/2004 10:00 AM

9. ISSUED BY

CODE

IRS0088

Internal Revenue Service
6009 Oxon Hill Road, Suite 500
Oxon Hill, MD 20745

10. THIS ACQUISITION IS

☒ UNRESTRICTED☐ SET ASIDE: %FOR☐ SMALL BUSINESS
☐ HUBZONE SMALL
BUSINESS☐ 8(A)NAICS:511210
SIZE STANDARD:\$18.011. DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED☐ SEE SCHEDULE☐ 13a. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☒ RFP12. DISCOUNT TERMS
Discount: %
Days:
Net Due:

15. DELIVER TO

CODE

00000000

*SEE ATTACHED
SEE ATTACHED , AL SEE ATT.

16. ADMINISTERED BY

Internal Revenue Service
6009 Oxon Hill Road, Suite 500
Oxon Hill, MD 20745

CODE

IRS0088

17a. CONTRACTOR/
OFFEROR
TO ALL OFFERORS

CODE

00055905

FACILITY
CODE

., DC .

18a. PAYMENT WILL BE MADE BY

CODE

INVB030

IRS Beckley Finance Center
P.O. Box 9002
Tel: (304) 256-6000
Beckley, WV 25802

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK
BELOW IS CHECKED. ☐ SEE ADDENDUM19.
ITEM NO.20.
SCHEDULE OF SUPPLIES/SERVICES21.
QUANTITY22.
UNIT23.
UNIT PRICE (US\$)24.
AMOUNT (US\$)

BASE YEAR (January 15, 2005 through January 14, 2006)

0001

Tax Preparation Software License in
accordance with the requirements of the
statement of work

1.00

EA

0001AA

Tax Preparation Software License(Individual
for 1 user)

1.00

EA

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (*For Govt. Use Only*)☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.

ADDENDA

☒ ARE☐ ARE NOT ATTACHED.☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.

ADDENDA

☐ ARE☐ ARE NOT ATTACHED.☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN { }
COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER
ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL
SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.☐ 29. AWARD OF CONTRACT: REFERENCE . OFFER
DATED . YOUR OFFER ON SOLICITATION (BLOCK 5).

INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)

30c. DATED SIGNED

31b. NAME OF CONTRACTING OFFICER (*TYPE OR PRINT*)

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
0002	(CONTINUE) Software Maintenance - Including Software Configuration Management, Version Control, Upgrades/Updates Notification, Distribution, etc.	1.00	EA	_____	_____
0002AA	Software Maintenance (Individual for 1 user) - Including Software Configuration Management, Version Control, Upgrades/Updates Notification, Distribution, etc.	1.00	EA	_____	_____
0003	Toll Free Phone Number for Transmissions	1.00	EA	_____	_____
0004	Help Desk Support - Including Central POC, Toll-Free and Toll-Line, and Web Site	1.00	LO	_____	_____
0005	Training - Training for End Users - 40 or less sessions of 3 day on site training for up to 800 people; 20 per session - Includes Materials	40.00	EA	_____	_____
0005AA	Training - Pilot Class	1.00	EA	_____	_____
0006	Management Reports	3.00	EA	_____	_____
	Subtotal 0001 to 0006 BASE YEAR TOTAL				_____

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35.AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
38. S/R ACCOUNT NUMBER		39.S/R VOUCHER NUMBER	40. PAID BY		
<input type="checkbox"/> 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42.a. RECEIVED BY (<i>Print</i>)	
				42b. RECEIVED AT (<i>Location</i>)	
				42.c DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE) OPTION YEAR ONE (January 15, 2006 through January 14, 2007)				
1001	Tax Preparation Software License in accordance with the requirements of the statement of work.	1.00	EA	_____	_____
1001AA	Tax Preparation Software License(Individual for 1 user)	1.00	EA	_____	_____
1002	Software Maintenance - Including Software Configuration Management, Version Control, Upgrades/Updates Notification, Distribution, etc.	1.00	EA	_____	_____
1002AA	Software Maintenance (Individual for 1 user) - Including Software Configuration Management, Version Control, Upgrades/Updates Notification, Distribution, etc.	1.00	EA	_____	_____
1003	Toll Free Phone Number for Transmissions	1.00	EA	_____	_____
1004	Help Desk Support - Including Central POC, Toll-Free and Toll-Line, and Web Site	1.00	LO	_____	_____
1005	Training - Training for End Users - 40 or less sessions of 3 day on site training for up to 800 people; 20 per session - Includes Materials	40.00	EA	_____	_____
1006	Management Reports	3.00	EA	_____	_____
	Subtotal 1001 to 1006				_____
	OPTION YEAR ONE TOTAL				
	OPTION YEAR TWO (January 15, 2007 through January 14, 2008)				
2001	Tax Preparation Software License in accordance with the requirements of the statement of work.	1.00	EA	_____	_____
2001AA	Tax Preparation Software License(Individual for 1 user)	1.00	EA	_____	_____
2002	Software Maintenance - Including Software Configuration Management, Version Control, Upgrades/Updates Notification, Distribution,	1.00	EA	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE) etc.				
2002AA	Software Maintenance (Individual for 1 user) - Including Software Configuration Management, Version Control, Upgrades/Updates Notification, Distribution, etc.	1.00	EA	_____	_____
2003	Toll Free Phone Number for Transmissions	1.00	EA	_____	_____
2004	Help Desk Support - Including Central POC, Toll-Free and Toll-Line, and Web Site	1.00	LO	_____	_____
2005	Training - Training for End Users - 40 or less sessions of 3 day on site training for up to 800 people; 20 per session - Includes Materials	40.00	EA	_____	_____
2006	Management Reports	3.00	EA	_____	_____
	Subtotal 2001 to 2006				_____
	OPTION YEAR TWO TOTAL				
	OPTION YEAR THREE (January 15, 2008 through January 14, 2009)				
3001	Tax Preparation Software License in accordance with the requirements of the statement of work.	1.00	EA	_____	_____
3001AA	Tax Preparation Software License(Individual for 1 user)	1.00	EA	_____	_____
3002	Software Maintenance - Including Software Configuration Management, Version Control, Upgrades/Updates Notification, Distribution, etc.	1.00	EA	_____	_____
3002AA	Software Maintenance (Individual for 1 user) - Including Software Configuration Management, Version Control, Upgrades/Updates Notification, Distribution, etc.	1.00	EA	_____	_____
3003	Toll Free Phone Number for Transmissions	1.00	EA	_____	_____
3004	Help Desk Support - Including Central POC, Toll-Free and Toll-Line, and Web Site	1.00	LO	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
3005	Training - Training for End Users - 40 or less sessions of 3 day on site training for up to 800 people; 20 per session - Includes Materials	40.00	EA	_____	_____
3006	Management Reports	3.00	EA	_____	_____
	Subtotal 3001 to 3006				_____
	OPTION YEAR THREE TOTAL				
	OPTION YEAR FOUR (January 15, 2009 through January 14, 2010)				
4001	Tax Preparation Software License in accordance with the requirements of the statement of work.	1.00	EA	_____	_____
4001AA	Tax Preparation Software License(Individual for 1 user)	1.00	EA	_____	_____
4002	Software Maintenance - Including Software Configuration Management, Version Control, Upgrades/Updates Notification, Distribution, etc.	1.00	EA	_____	_____
4002AA	Software Maintenance (Individual for 1 user) - Including Software Configuration Management, Version Control, Upgrades/Updates Notification, Distribution, etc.	1.00	EA	_____	_____
4003	Toll Free Phone Number for Transmissions	1.00	EA	_____	_____
4004	Help Desk Support - Including Central POC, Toll-Free and Toll-Line, and Web Site	1.00	LO	_____	_____
4005	Training - Training for End Users - 40 or less sessions of 3 day on site training for up to 800 people; 20 per session - Includes Materials	40.00	EA	_____	_____
4006	Management Reports	3.00	EA	_____	_____
	Subtotal 4001 to 4006				_____
	OPTION YEAR FOUR TOTAL				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				

This solicitation is for the acquisition of commercial off-the-shelf (COTS) individual electronic tax preparation and transmission software and support, compliant with IRS electronic *e-file* and security requirements. This software will be used by IRS tax assistance programs to provide free electronic federal and state return preparation and transmission e.g. IRS Employees (Employee *e-file*), Taxpayer Assistance Centers (TAC), Tax Counseling for the Elderly (TCE), and Volunteer Income Tax Assistance (VITA). The software will be used by non-tax professionals as well as tax professionals who are IRS partners, volunteers, and employees.

This solicitation will result in a Indefinite Delivery, Indefinite Quantity, Fixed-Price contract. The contract will consist of one base year with four option years. All supplies and services required under the resulting contract shall be ordered by the issuance of delivery orders

Products and services to be ordered under the resulting contract shall be set forth in accordance with FAR Clauses 52.216-18, Ordering; 52.216-19, Delivery Order Limitations; and 52.216-22, Indefinite Delivery Indefinite Quantity.

The resulting contract will consist of a base period (12 months) with four option years for a total contract life "Not to Exceed" sixty (60) months as described herein and in accordance with FAR Clauses 52.217-8, Option to Extend Services and 52.219, Option to Extend the Term of the Contract:

Base Year	January 15, 2005 through January 14, 2006
Option Year 1	January 15, 2006 through January 14, 2007
Option Year 2	January 15, 2007 through January 14, 2008
Option Year 3	January 15, 2008 through January 14, 2009
Option Year 4	January 15, 2009 through January 14, 2010

Estimated quantities are reflected in the attached schedule for all contract years. The quantities are only estimates and are not a representation that the estimated quantity will be required or ordered. These quantities are based on an Independent Government Cost Estimate (IGCE) and shall be used for proposal purposes. The minimum quantity of products and services that the Government will order during the life of this contract shall consist of the quantities delineated for the contract's base year. The maximum order quantity shall consist of the total quantities under all line items as set forth in the solicitation schedule, inclusive of all option years.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show-

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct

discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers

exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

ADDENDUM TO FAR 52.212-1**I. QUESTIONS/PROPOSAL DUE DATES**

Any questions regarding the solicitation's technical or contractual content must be submitted in writing and received by the procurement office by July 29, 2004. Questions may be sent by e-mail to leona.m.brown@irs.gov or by fax to (202)283-0610. Questions may also be mailed to: IRS National Office Procurement, 6009 Oxon Hill Road, Suite 500 Constellation Center, Oxon Hill, MD 20745, Attn: Leona M. Brown, OS:A:P:I:E. Questions received after the date indicated above will not be guaranteed responses by the closing date of the solicitation. No telephonic inquiries will be accepted. All questions and responses will be released as an amendment to the solicitation.

Proposals to this solicitation must be received by 10:00 A.M. EST, Thursday, August 19, 2004. All proposals must contain technical and price proposals in accordance with the instructions below. To be considered responsive, vendors must also submit fully executed copies of all certifications and representations, a signed copy of the solicitation document and follow any other instructions contained in the 52.212-1, Instructions To Offerors --Commercial Items.

II. STRUCTURE OF PROPOSALS**1. Technical Proposal**

The offeror's technical proposal shall be a separate and distinct document from the executed solicitation and price proposal. The offeror shall not include any pricing information in the technical proposal. Information submitted as part of the technical proposal may be incorporated into the resulting contract.

In addition to completing and returning one (1) copy of the completed solicitation, with definitive statements to all representations and certifications, the offeror shall submit seven (7) copies of a separate technical proposal. One (1) of those copies shall be a separately bound hard copy with original signatures. All copies must arrive by the closing date and time on the solicitation.

Offerors' technical proposals shall be structured as follows:

a. Structure of the Proposal

Two sections of the RFP, the RFP provisions and the (SOW) Statement of Work influence preparation of the offerors' proposal. In accordance with the RFP, offeror's proposals will consist of three (3) sections and a production copy of the proposed software and its commercial training materials. The sections will consist of the following:

Technical Proposal Section 1 - This section will demonstrate the offeror's understanding of the scope and requirements stated in the RFP and the SOW, exclusive of sections 3.13, Optional Distribution Requirements; 3.15, Optional Software Requirements; 5.3, Optional Customer Service Requirements and 6.6, Optional Training Requirements. The information submitted should fully describe the software product offered and detail its compliance with the technical requirements set forth. This section must also delineate the offeror's ability to provide all required support

Technical Proposal Section 2 - This section will demonstrate the offeror's ability to comply with the RFP's past performance requirement.

Offerors are required to submit with their proposals the names of three (3) past or present customers for whom they have performed contracts for the delivery of similar software products and related support services. The IRS will consider the past performance of offerors as both integrators or prime contractors, and as subcontractors on contracts, both open and completed, with federal, state, and local government customers and with commercial customers. Only contract performance activity engaged in no more than five (5) years prior to the date of release of this solicitation will be considered valid for the purpose of determining the acceptability of an offeror's past performance.

For each customer, past performance references shall include the following information:

- (a) Name of government or commercial entity
- (b) Contract title, number, and value
- (c) Period of performance
- (d) Name, address, and telephone number of Contracting Officer's Technical Representative (COTR) and Contracting Officer
- (e) Brief description of the work performed

The IRS will assess offeror past performance in the following areas:

- (a) Software Functionality
- (b) Training Services
- (c) Technical Support
- (d) Compliance with the Contract's Terms and Conditions
- (e) Documentation

Technical Proposal Section 3 - This section will demonstrate the offeror's ability to comply with sections 3.13, Optional Distribution Requirements; 3.15, Optional Software Requirements; 5.3, Optional Customer Service Requirements and 6.6, Optional Training Requirements of the SOW. This section should fully describe the ability of the proposed software or support services to comply with any of the requirements set forth in these sections. The offer should indicate which of these functions or services, if any, his products can perform and should fully explain those capabilities.

Production Copy of Software and Commercial Training Materials - In addition to the proposal requirements cited above, each offeror must submit a production copy of their software application along with a copy of their commercial training materials. During the proposal review process, the software will be subjected to usability testing performed at the IRS Usability Lab or other IRS location.

b. Evaluation Methodology

(1) Technical Proposal Section 1 - Only proposals meeting all technical requirements of the statement of work, exclusive of sections 3.13, Optional Distribution Requirements; 3.15, Optional Software Requirements; 5.3, Optional Customer Service Requirements and 6.6, Optional Training Requirements, will be considered to be technically acceptable and eligible for selection for award. Proposals not meeting all technical requirements will be considered to be “deficient” and will not be eligible for selection for award.

The IRS will use the technical requirements of the statement of work as its basis for evaluating the technical acceptability of proposals. This part of the evaluation will take the form of a “pass” or “fail” rating as to the question of an offeror’s compliance with each technical requirement. Each “fail” will be determined to represent a proposal deficiency as defined at FAR 15.001. Offerors whose proposal deficiencies are not eliminated prior to the contracting officer’s request for best and final offers will not be eligible for selection for award.

(2) Technical Proposal Section 2 - Offeror’s compliance with this requirement will be assessed through a (3) phase process. First, the evaluation team will survey past and presents customers supplied by the offerors. Secondly, the team will access the IRS’ Third-party data store to ensure the proposed software and the transmitter are identified as “IRS accepted”.

Lastly, the team will access the National Institutes of Health (NIH) Contractor Performance System (CPS) to obtain all relevant past performance information regarding the offeror.

Past Performance will be evaluated on a Pass/Fail basis. Past performance which is reported as unsatisfactory is unacceptable and will be rated as fail. Past Performance rated as satisfactory is acceptable and will be rated as pass. If an offeror has no record of relevant past performance or whose information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(3) Technical Proposal Section 3 - Only those offerors whose proposals have been rated “Pass” in Sections 1 and 2 will be evaluated on a best value basis for compliance with Section 3. Any proposals that does not receive a pass rating for both sections 1 and 2 will be considered technically unacceptable and will not be subject to any further consideration or evaluation.

The evaluation of Section 3 will consist of evaluation of both the statement of work's optional requirements and the testing of the offeror's software. The optional statement of work sections included under this portion are sections 3.13, Optional Distribution Requirements; 3.15, Optional Software Requirements; 5.3, Optional Customer Service Requirements and 6.6, Optional Training Requirements. Following is a listing of the sections' requirements in order of importance:

- (1) Section 3.15, Optional Software Requirements
- (2) Section 6.6, Optional Training Requirements
- (3) Section 5.3, Optional Customer Service Requirements
- (4) Section 3.13, Optional Distribution Requirements

All sub-factors under each requirement are of equal importance.

Technical scores for the purpose of best value evaluation will be computed by rating each offeror (using a standard rating scale) on their product's ability to perform each of the functions under each of these factors.

(4) Testing - During the evaluation of Section 3, the IRS will also conduct testing on the production copies of software provided by each offeror who has been rated a "Pass" in Sections 1 and 2. This testing will serve to confirm that the software meets all the requirements of Section 1 as well as any optional requirements proposed under Section 3. Although the testing will not be rated or point scored, information obtained through the testing may impact the final evaluation of the offeror's proposal.

Award will be made to that offeror whose proposal provides the best value to the Government, technical and price considered.

2. Price Proposal

The price proposal shall be bound separately from the technical proposal. Offerors shall provide one (1) original and six (6) copies of their cost/price proposal. The price proposal should reflect pricing for each of the items set forth in the solicitation's schedule.

The pricing structure presented in the schedule is based on market research and historical data, however the IRS recognizes that it may not provide the flexibility necessary to allow offerors to provide responses that both represent their best commercial practices and provide the most advantageous pricing to the government. Therefore, the government will allow offerors to propose alternate price proposals.

The pricing for any alternate proposal must conform to the performance period stated in this solicitation - a base year with four option years. The minimum and maximum quantities stated in the solicitation will still apply to any alternate proposal, the minimum will be the total of the contract base year and the maximum will be the total of all years.

Any alternate proposal must represent the offerors pricing for his complete technical solution and must be presented in a manner that allows the government to readily identify and evaluate the pricing data.

III. NOTE TO OFFERORS -

In preparation of their proposals, offerors should note that the IRS may elect not to conduct discussions, therefore initial proposals should contain the offeror's best terms from both a technical and price standpoint.

IV. SINGLE AWARD

FAR 52.212-1, Section (h), Multiple awards does not apply to this acquisition. Only one award will result from this solicitation. Offerors proposals must demonstrate an ability to provide the entire requirement.

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical, Past Performance and Price

Technical and past performance, when combined, are more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). (End of provision)

**STATEMENT OF WORK
FOR
ELECTRONIC RETURN PREPARATION AND TRANSMISSION
SOFTWARE AND SUPPORT**

1.0 SCOPE

The Internal Revenue Service (IRS) has a requirement for Commercial Off-the-shelf (COTS) individual electronic tax preparation and transmission software and support, compliant with IRS electronic *e-file* and security requirements. This software will be used by IRS tax assistance programs to provide free electronic federal and state return preparation and transmission e.g. IRS Employees (Employee *e-file*), Taxpayer Assistance Centers (TAC), Tax Counseling for the Elderly (TCE), and Volunteer Income Tax Assistance (VITA). The software will be used by non-tax professionals as well as tax professionals who are IRS partners, volunteers, and employees (referred to hereafter as IRS licensees).

The IRS' goal under this procurement is a successful deployment of an easy to navigate, user-friendly software application capable of electronic federal and state tax return preparation and unlimited free transmission of returns prepared by IRS employees, partners and volunteers with varying degrees of experience; at over 7,300 locations worldwide, with diverse operating environments; and that meets IRS security, privacy, support and training requirements.

Under this requirement, the contractor must support and facilitate software acquisition, software distribution, maintenance (i.e. fix software bugs/problems, updates and upgrades, help desk assistance and technical assistance with modems, Internet, printers and hardware), web site operation, customer service support and training, receipt and processing of transmissions from licensees to contractor; transmissions from contractor to IRS, and return of Acknowledgment Files to licensees.

2.0 BACKGROUND

All volunteers complete a tax law course tailored to their specific programs and must be certified prior to preparing tax returns. Both the VITA and TCE programs prepare returns in the presence of the taxpayer. Taxpayers have the option of using electronic signatures, receiving a printed return, or signing Form 8453 and the equivalent state form 8453 (if applicable). Since VITA and TCE returns are prepared by volunteers the data provided is NOT subject to compliance under IRC Section 6103. VITA and TCE volunteers identify returns prepared by their site by providing a Site Identification Number (SIDN) in the "paid preparer" section of the return. The SIDN uses the PTIN format "PXXXXXXXX". The computers used by these programs are a combination of IRS loaned and donated computers.

As a requirement of the IRS current contract each of the sites above have applied for and received an EFIN (Electronic Filing Identification Number) for each physical location and must adhere to the requirements set forth in Publication 1345, *e-file* handbook for Authorized IRS *e-file* Providers of Individual Income Tax Returns. Currently the IRS uses indirect transmission.

2.1 Employee e-file

Employee *e-file* offers free electronic filing to all IRS employees and their immediate family members. This service is generally available through April 15th. The IRS employee or family member prepares their federal and state (where applicable) returns on paper and takes them to one of the employee *e-file* sites. An IRS employee inputs the returns and transmits them electronically. There are no restrictions on the complexity of these returns. Since the returns are taken to an IRS paid employee for input and transmission the return data is subject to compliance with Internal Revenue Code (IRC) Section 6103, Confidentiality and Disclosure of Returns and Return data. Employee *e-file* sites are located in government facilities and have access to the Internet. IRS employee computers are used to prepare and transmit these returns. There are approximately 120 offices throughout the United States offering employee *e-file*.

2.2 Taxpayer Assistance Centers (TAC)

The IRS has approximately 450 TAC, mobile units and alternative sites where taxpayers can get answers to their tax questions and receive assistance with filing their individual tax returns. TAC offers limited tax return preparation assistance to taxpayers meeting the income limits set in the tax code for claiming the Earned Income Credit. This service is normally offered year round to include preparation of prior year returns. Returns are prepared in the presence of the taxpayer through a series of interview questions. Taxpayer's are allowed to use electronic signatures, receive a printed return for mailing, or sign Form 8453 and the equivalent state form 8453 (if applicable). Taxpayer Assistance Centers are located in IRS facilities and have access to the Internet. IRS employee computers are used to prepare and transmit these returns. Since the returns are prepared by IRS paid employees the return data is subject to IRC Section 6103 compliance.

2.3 Volunteer Income Tax Assistance (VITA)

VITA volunteers prepare basic tax returns for low-income taxpayers. These returns generally include income from wages and non-employee compensation. VITA sites are generally open through April 15th. Volunteers serve in the community at neighborhood centers, libraries, churches, shopping malls and other locations that are convenient to the taxpayer. There is also a supplemental program for taxpayers living in or near nine U.S. embassies overseas. Many of the VITA sites do not have access to the Internet. During the 2003 filing season there were over 3,500 VITA sites providing electronic return preparation.

VITA also offers free tax return preparation to military personnel, family members and retirees at numerous military bases in the U.S. and abroad. These returns can include sale of home (to include depreciation), foreign earned income exclusions, foreign tax credits, and self-employment. Most military bases have access to the Internet and run the software via a local area network (LAN).

2.4 Tax counseling for the Elderly (TCE)

TCE offers services similar to those provided by VITA, as well as free tax counseling for elderly taxpayers, who are restricted to retirement homes, neighborhood sites, or private care homes. These returns generally include income from pensions, annuities, and social security benefits. TCE volunteers generally provide tax assistance through April 15th. Volunteers belong to non-profit groups that operate local TCE programs through the use of grant funds. Currently AARP is one of the largest grant recipients in TCE. Many of these sites do not have access to the Internet. During the 2003 filing season over 3,200 TCE sites offered electronic return preparation.

Together the above programs prepared over 4.7 million federal returns during the 2003 filing season; at over 7,300 locations nationwide and abroad; by over 35,000 volunteers and paid IRS employees. The potential exists during the next 5 years to provide electronic filing to over 10,000 free tax preparation locations worldwide.

3.0 SOFTWARE REQUIREMENTS

3.1 IRS *e-file* Program Acceptance

The contractor and the contractor's tax preparation software must be accepted by the *IRS e-file* program and have been in commercial use for at least one full year prior to award. The contractor's software must be capable of processing accurately data entry applicable to current tax law and have been previously, produced, maintained, marketed, and identified as an accepted *IRS e-file* software package in the year prior to this contract award. Client/server based, stand alone work-station, or web based application software will be considered.

3.2 Required Disclosures

Under this acquisition, the contract must make certain required disclosures relating to software licensing or provision of back-end service; the contractor must:

- a) Disclose whether it licenses more than 25% of the code in its software from another company. If the contractor licenses more than 25% of the code in its software, it must additionally disclose the company from whom the license has been obtained, as well as the business address and contact point to verify the license relationship.
- b) Disclose whether another company is providing the contractor with off-site servers or other back-end support other than telecommunications, and provide the business address and contact information for such companies.

3.3 Software Specifications

The contractor shall provide software capable of electronic filing and non-efile return preparation containing the individual suite (such as 1040, 1040A, 1040EZ, 1040NR, 1040NREZ, forms, schedules and Electronic Tax Documents, etc.) of federal and state tax preparation with electronic transmission features that allow for both indirect transmission through the contractor and direct to the Internal Revenue Service's Electronic Filing Sites. Unless directed otherwise by the IRS, the software offered shall be the most current version and release at the time of deployment.

The software should include the following:

- a) Interview and/or Form based: Easy to navigate, fault tolerant, user friendly to allow first time users of the software to input a federal and state tax return error free.
- b) State return and multiple states return preparation with independent and Fed/State capability.
- c) Capable of allowing changes to be made in selections initially chosen by the taxpayer such as payment method, direct deposit, direct debit, or state return.
- d) Equipped with a multilingual capability that includes English and Spanish.
- e) Capable of Electronic Tax Documents (ETD) as defined in Publication 1346 acceptance.
- f) Provides large print capability for visually impaired.
- g) Provides “help” screens within the software.
- h) Provides print capability for all printer types to include but not limited to laser, network, bubble jet, and inkjet including printers with USB ports.
- i) Capable of non-*e-file* tax preparation.
- j) Capable of capturing PTINs in the “paid-preparer” section on the federal and state returns.

3.4 State Application (For States with Income Tax Filing Requirements)

It is not necessary for the federal and state tax preparation software package to be a single, combined program. The software must be capable of propagating pertinent federal tax information to the state return. Unless directed otherwise by the IRS, the software shall be the most current version and release at the time of deployment. Upgrades, updates and newer version releases available shall be addressed in a later requirement.

3.5 Additional Quantities

Additional quantities (in excess of those negotiated at time of award) may be added to this contract as the IRS deems necessary.

3.6 System Requirements

The application software shall be capable of operating with a minimum of the following system requirements:

- 1) Operating system** - Requirement: Microsoft Windows XP, Microsoft Windows 2000, or Microsoft Windows NT editions
- 2) Processor** - Requirement: 233 megahertz (MHz) processor, such as an Intel Pentium or Advanced Micro Devices (AMD) processor.
- 3) RAM** - Requirement: 96 megabytes (MB) of RAM, (Windows NT, 2000), 128 MB or higher of RAM (Windows XP).
- 4) Hard disk space** - Requirement: 2 GB hard drive (Windows 2000), 1.5 GB hard drive (Windows XP) with 1.0 Gigabyte (GB) of free hard disk space.
- 5) Video adapter and monitor** - Requirement: Super VGA (800 X 600) or higher-resolution video adapter and monitor.
- 6) Other hardware** - CD-ROM drive or DVD drive, keyboard, and Microsoft Mouse or compatible pointing device.
- 7) Printer Drivers** - HP compatible printers
- 8) Internet access** - 28,800 BPS modem.

3.7 Software Configuration Management

The contractor will provide software configuration management capability to include software maintenance (which includes, bug fixes, patches, updates, and upgrades) through one or more mechanisms appropriate to standalone, server based or web based applications that may include self-installation tools and or automatic updating from authoritative copies. "Bug fixes and patches" upgrades and updates shall be considered part of the original license rights. To facilitate communications, the contractor shall notify users of software maintenance releases by all of the following methods:

1. E-mail a notice to Internet addresses furnished by IRS
2. Post the latest version of software available on the contractor's web site
3. Identify the impact of the maintenance release by providing release notes

3.8 Software and Version Control

The contractor shall be responsible for providing and ensuring that all software, access licenses and maintenance are included. Unless otherwise directed by the IRS, the software shall be the most current professional version capable of unlimited use commercially available in the most comprehensive package available, including current maintenance updates. All software provided shall be true and complete copies including copyright and trademark notices. Products are considered commercially available when available through the Manufacturer's authorized reseller or available for commercial sale to the general public, whichever occurs first.

In the event the contractor enhances, breaks out, changes or modifies the software product, or changes the product name on this acquisition vehicle, the contractor shall be responsible to provide that feature to the IRS and include it with the applicable software and license use rights. (Software and license use rights defined below.) The IRS will not receive less than what was requested when initially proposed and accepted, but does not exclude additional features that are added as enhancements by the contractor. The features and changes offered shall be provided at no additional cost.

3.9 IRS Testing

Award of this contract will be contingent upon the contractor's offered software products successfully passing IRS test and evaluation procedures. All software products will undergo testing and evaluation to confirm that they conform to all the criteria set forth in this statement of work.

During the life of the contract, the contractor shall provide a production copy of all software, software maintenance and documentation as it becomes commercially available to the IRS/IDEA lab for testing and the IRS POC. The contractor must designate a point of contact (POC) for problem resolution.

3.10 License and Use

It is expected that the software application will be similar to enterprise site license agreements, with no CD number or serial number; otherwise, the contractor shall provide serial numbers for each software package ordered, prior to delivery. Additionally, if software is electronically distributed, the number of actual media required is expected to decrease dramatically. The contractor shall provide the IRS license and use rights. All software and license use rights acquired under this contract shall become the property of the IRS with full rights in perpetuity.

a) The IRS reserves the right to copy and the right to distribute software, software maintenance and documentation, as long as this copying remains within the prescribed quantities acquired for the specific license use rights.

b) The IRS reserves transfer rights for any software (except operating system), license use rights, and maintenance from any workstation originally installed/assigned. All software, licenses, and maintenance shall be transferable, as determined by the IRS.

c) The IRS will have the right to copy and install (not use) all products offered on this acquisition vehicle. The IRS will have the right to transfer those rights to an authorized contractor, supplier or distributor in support of the IRS.

3.11 Upgrades/Updates Notification

Notification of updates made to the software will be sent electronically to the IRS POC via email once it has been posted to the contractor's web site including the release notes. For stand-alone software applications, updates will be identified as MAJOR (required by all customers) and MINOR (not required by all customers.) A major update could include items such as tax law updates, changes to the electronic file record layout,

etc. A minor update could include items such as small user interface changes and enhancements. Updates related to RAL (Rapid Anticipated Loans) or banking products will not be provided to the IRS.

The contractor shall provide each IRS licensee a copy of the latest version CD (if stand-alone) by the end of June each contract year (i.e. original version CD plus all updates consolidated into a final product).

3.12 Distribution

After IRS approval/selection of the software, the contractor shall distribute all software within 5 days of the date the product is made commercially available, but no later than the tenth (10th) day of December for each contract year. The contractor shall distribute the software using a distribution method which allows receipt of the software at IRS licensee (for stand-alone software) shipping addresses (provided to the contractor by the IRS) within 2-business days for domestic shipments and 4-business days for overseas locations. Additionally:

- The contractor shall provide immediate acknowledgement of receipt to confirm order.
- The contractor shall provide via secured electronic transmission an Excel spreadsheet that contains at a minimum the shipping/tracking number, the date the shipment was distributed, and EFIN/registration code to the IRS point of contact (POC).
- Only the IRS POC or designee may place or authorize software distribution.

3.13 Optional Distribution Requirements

1. Electronic distribution availability w/the option of CD if needed
2. If transmitting codes are required by the contractor to transmit for more than one EFIN, the transmit codes are provided to IRS licensees at the time of distribution
3. All updates/upgrades are available for stand-alone software via the Internet AND dial-up modem
4. If distribution is not electronic, the contractor's distribution method allows tracking both domestic and international shipments

3.14 Ordering

The contractor shall provide an ordering process that allows for access by authorized users located nationwide, capable of receipt of multiple orders with multiple delivery addresses; with order approvals being made by the IRS POC or designee prior to fulfillment. The ordering process shall provide real-time inventory counts to the IRS POC. The ordering process shall allow for acknowledgement and tracking information to be provided to the authorized user and the IRS POC, and include a specific contractor point of contact for tracking inquiries.

At a minimum, the ordering process shall include:

1. Date & Time order was placed
2. Name, Title and Phone number of person placing the order

3. Site Identification Number (9-digit alpha and numeric)
4. Delivery information, date, time, address, etc.
5. Type of Program (i.e. VITA, VITA Military, TCE, TCE AARP, TAC, and Employee Efile)
6. If Military, branch of military
7. Registration code (if applicable)
8. Transmission code (if applicable)

3.15 Optional Software Requirements

1. The software is a plain and simple design
2. The software has multimedia help files (both visual and audio)
3. The software is user friendly (determined through usability testing)
4. The contractor provides both web-based AND stand-alone software
5. The software is form AND interview based
6. The software is capable of performing “ad hoc” reports
7. The software is capable of “user defined” fields enabling collection of “site-specific” data
8. The software is compatible with Windows 98 and Windows ME operating systems
9. The software provides an audit trail that identifies who created/edited the return data and date created/edited

4.0 TRANSMISSION

4.1 Transmitter/Transmitter Software

The transmitter and the transmitter’s software must be accepted by the *IRS e-file* program and in commercial use for at least one full year prior to contract award. The definition of a transmitter is found in Rev-Proc 2001-31.

As a third-party transmitter, the contractor shall provide, at no additional charge to the end user, a domestic toll-free line for use by IRS licensees to transmit electronically filed returns. The software shall have the ability to transmit returns prepared by the user without delay.

4.2 Data Transmission

The contractor shall provide tax information data transmission features that allow for both indirect to the contractor and direct transmission to the Internal Revenue Service Electronic Filing Sites.

The contractor shall authenticate every transmission that is directed to the contractor location to ensure the originator is an authorized IRS licensee.

4.2.1 Direct Transmission Method

The application facilitates the secure transmission and reception of tax return information over public Internet transmissions or permits encrypted data via telephone lines.

Direct transmissions of all public Internet transmissions between client software and destination platform should be secured using Secure Socket Layer (SSL) version 3.0 or higher with encryption strength of 128-bit or higher, or dedicated leased lines or dial-up lines with an end to end encryption protocol that is compliant with FIPS 140-1, 140-2 or 197 requirements.

Note: The IRS does not currently have the capability to receive direct SSL transmissions between a work station and the IRS Campuses. This capability has a planned implementation date of October 2004. If the IRS does not deploy an encryption solution using SSL through the Internet by July 2005, the contractor must encrypt IRS return data transmissions between the preparation site (to/from) and the contractor's site and between the contractor's site (to/from) and the IRS Front-End Processing Systems. The encrypted method must be compliant with FIPS 140-1, 140-2 or 197, or the current appropriate comparable FIPS-compliant and IRS approved standard.

The contractor must provide a plan for both Internet as well as modem to modem or router to router transmissions.

4.2.2 Indirect Transmission Method:

When tax returns are transmitted from licensee sites to the contractor, the contractor must bundle those returns and transmit them to IRS sites.

The contractor must keep the batches from each site intact when forwarding them to the IRS on a daily basis so that Acknowledgment Files returned to the site cover the entire batch.

The software should be capable of transmitting tax returns via dial-up modem where Internet connectivity to the contractor is not available from the licensee site.

The software should be capable of connecting to the contractor's system for transmission of tax returns.

Transmissions via public Internet transmissions must be made via SSL version 3.0 or higher with encryption strength of 128-bit or higher, or dedicated leased lines or dial-up lines with an end to end encryption protocol that is compliant with FIPS 140-1, 140-2, or 197 requirements.

All network devices located at IRS sites that are managed remotely via modems will receive security controls to minimize vulnerabilities such as being disconnected from dial up access except on occasions when needed.

Note: The IRS does not currently have the capability to receive direct SSL transmissions between a work station and the IRS Campuses. This capability has a planned implementation date of October 2004. If the IRS does not deploy an encryption solution using SSL through the Internet by July 2005, the contractor must encrypt IRS return data transmissions between the preparation site (to/from) and the contractor's site and between

the contractor's site (to/from) and the IRS Front-End Processing Systems. The encrypted method must be compliant with FIPS 140-, 140-2 or 197, or the current appropriate comparable FIPS-compliant and IRS approved standard.

The contractor must provide a plan for both Internet as well as modem to modem or router to router transmissions.

5.0 CUSTOMER SERVICE AND SUPPORT

5.1 Help Desk Support

The IRS POC must be provided with a central POC for all support issues. Contact information for this individual must include a phone number, an email address, and a cell phone number for after hours as necessary. Help desk support is defined as assistance that provides successful resolution of questions relating to software/hardware compatibility and functionality issues of the contractor's software.

The contractor shall provide phone support via both a toll-free and a toll line. The help desk support shall permit unlimited calls from the IRS licensees. Beginning December 1, 2005 through April 2006 (referred to hereafter as filing season) help desk support shall be available 24 hours, 7 days a week. In addition help desk support shall be provided to IRS licensees from May 2006 through October 2006, (referred to hereafter as non-filing season) based on the contractor's standard commercial help desk as available to all customers. Types of calls being worked by the help desk include, but are not limited to, resolution of rejects, non-receipt of acknowledgements, printing problems, transmission problems, etc. Help desk support shall be provided using the following guidelines:

1. Each caller must receive a successful resolution to his problem. Successful resolution is defined as resolution of the problem while on the initial call 95% of the time. If resolution cannot be achieved during the initial call the contractor shall provide a callback within one hour with status updates and successful resolution in no more than 4 clock hours.
2. All callers must receive a short waiting period (defined as no longer than five minutes)
3. During the filing season, all help desk calls shall be logged and accounted for in detail, listing all activities, from initial call through final resolution by the callers Electronic Filing Identification Number (EFIN). The call log shall be provided to the IRS POC via electronic transmission bi-weekly. The call log shall contain a minimum of:
 1. The type of IRS program the caller supports, i.e. VITA, TCE, etc.
 2. What problem was identified in the call?
 3. What solution was provided to the caller?
 4. Date of call
 5. Date of solution
 6. Length of time to answer in minutes
 7. Length of call in minutes

8. Number of incoming call
9. Number of abandoned calls
10. If calls are categorized, the contractor shall provide a legend that defines the categories.

5.2 Web Site

The contractor shall provide, administer, and maintain a web site for IRS licensee access. The web site shall be available to IRS licensees twenty-four hours a day, seven days a week. At a minimum, the contractor's web site shall provide product information; frequently asked questions and answers (FAQ's); email capabilities; and software conversion updates.

5.3 Optional Customer Service Requirements

1. The contractor shall demonstrate insight and an overall knowledge of industry, i.e. published articles, recognized as a leader in their industry, maintain a web site designed for the tax professional (not just the "user"), etc.
2. The contractor provides technical support (hardware, printers, etc. trouble shooting)
3. The contractor will participate in conference calls with IRS licensees if needed
4. The contractor will work with IRS on partner/employee/volunteer communications relating to their products
5. The front-line assistants experience with customers product

6.0 TRAINING

6.1 Training Product

The contractor shall provide a customized training product for educating IRS licensees who possess various skill sets. There are two distinct end users: 1) those who prepare tax returns and 2) those that function as system administrators/office managers. Not all preparers function as administrators but generally all administrators function as preparers.

6.2 Training Specifications

At a minimum, the contractor's proposed training product should incorporate the following for each type of end user:

1. Method of presentation (classroom, web-based, etc.)
2. Length of training (no more than 3-days)
3. Training schedule
4. Course objectives
5. Course content outline
6. Course material (to include exercises and examples)
7. Measurement method/tool (successful completion of specific exercises or test)
8. Plan for follow-on training to other users (train the trainer)
9. Plan for IRS licensee training over the life of the contract

6.2 Measurement Standard

Upon completion, students should be able to successfully complete federal and state tax returns, transmit the returns, pick up acknowledgement/reject files, and correct any rejected returns with no errors.

6.3 Pilot Class

The contractor shall conduct a pilot class comprised of no more than 20 IRS employees by June 15, 2005. This pilot class will demonstrate training for both types of end users and incorporate specific needs of the four different groups of users defined in the background section of this document.

6.4 Training Locations

The contractor shall be capable of delivering software training at multiple locations for up to 800 IRS end users. The maximum number of students per class will be 20. The training must be completed by December 1, 2005.

6.5 Training Materials

Prior to the actual end user training, the training plan and material must be approved by the IRS. At a minimum, the contractor shall provide each student the following:

1. Training course material (both in print and electronic format) in English
2. Practice returns and answers
3. Software reference manual
4. Application software (minimum 1-per participant)

The IRS reserves the right to reproduce any contractor provided training material.

6.6 Optional Training Requirements

1. The contractor provides both classroom and web based training
2. The contractor's program is capable of including and scoring IRS tax law certification tests
3. The contractor's training includes "trouble-shooting" scenarios
4. The current year software is available for training by November 10th

7.0 MANAGEMENT REPORTS

7.1 Reports

In addition to reports provided to licensees within the software, the contractor shall provide by March 1st, April 1st, and May 1st, each year to the IRS POC reports containing at a minimum the following information by EFIN:

1. The total number of returns filed electronically broken down by 1040, 1040A, 1040EZ and filing status, i.e. married filing jointly, single, etc.
2. The total number of returns electronically filed claiming the earned income tax credit including the average credit amount and the total credits claimed.
3. The total number of returns electronically filed claiming the child tax credit including the average credit amount and the total credits claimed.
4. The total number of returns electronically filed claiming the credit for the elderly including the average credit amount and the total credits claimed.
5. The total number of returns transmitted, accepted and rejected
6. Each EFINs beginning and ending transmission date.
7. Total number of returns electronically filed requesting direct deposit of refunds.
8. Average AGI of returns electronically filed.
9. Number of returns electronically filed where the primary or secondary filers were age 60 or over.

8.0 SECURITY

The contractor shall meet and validate, with supporting documentation, meeting at a minimum Level 3 of management, operational, and technical controls identified in the NIST Special Publication 800-26, Security Self-Assessment Guide for Information Technology Systems.

8.1 Personnel Security

8.1.1 Employee Access

The contractor shall only authorize access to the smallest number of employees/users and only allow access to those employees who cannot perform their duties without access. The contractor shall restrict access to taxpayer information to ensure that actual taxpayer data is not available outside the authorized machines.

8.1.2 Employee Background Investigations

The contractor shall comply with Internal Revenue Manual (IRM) 1.23.2.2, Contractor Investigations and IRM 1.23.2, Contractor Personnel Security, which establishes procedures and guidelines for the conduction of security investigations of contractor employees, sub-contractors or contractors with access to Treasury owned or controlled facilities or contractor employees who work on contracts that involve the design, operation, repair or maintenance of information systems and access to Sensitive but Unclassified (SBU) information. The contractor will identify those individuals requiring background investigations and having job-related responsibilities within the parameters

of the current requirement. The IRS reserves the right to review this list. Once a position is identified as having job-related responsibilities within the parameter of the current requirement, the IRS must be notified within 5 business days of when personnel changes affect the handling of the IRS data and will be notified within 45 business days that the appropriate background check has been completed.

8.2 Physical Security

The contractor will facilitate a physical security plan consistent with the Internal Revenue Service's Acquisitions Procedures (IRSAP) and the Department of Treasury, Security Manual, TD P 71-10 Chapter VI, Number 6.B.3, dated 10/92, Physical Security for Sensitive But Unclassified Facilities. Also, the contractor must provide the same or greater level of protection as the Internal Revenue Service requires for FTI and other sensitive but Unclassified (SBU) information retained in IRS custody. These protections are detailed in various sections of IRM 1.16 and IRM 1.4.6

8.3 Cyber Security

The contractor shall comply with the criteria specified in IRM 25.10.1.6.1 System Access Protection (01-01-2002):

- a. All IRS information technology (IT) resources (e.g., operating systems, communications software, program products, security software, applications, data) must be adequately protected, consistent with IRS information security policies, standards, and procedures, to prevent unauthorized use, modification, disclosure, destruction, and denial.
- b. The Department of Treasury policy establishes the requirement to execute a minimum level of protection for information systems accessed by more than one user when those users do not have the same authorization to use all or some of the sensitive information processed, stored, or transmitted by the information system or network.
- c. For the protection of systems and networks which process, store, or transmit sensitive information, at a minimum, the identification and authentication, access control auditing, and object reuse security functions shall be implemented.
- d. Communication standards between the IRS and the contractor shall be made via Secure Socket Layer (SSL) Version 3.0 or higher protection on the network to permit the contractor's network to be connected to the IRS provided secure website. The contractor may choose to use a dedicated line with encrypted routers or modems. The contractor shall use a minimum 128-bit key encryption compliant with Treasury Department requirements of Federal Information Processing Standards FIPS 140-1, 140-2, or 197.

Note: The IRS does not currently have the capability to receive direct SSL transmissions between a work station and the IRS Campuses. This capability has a planned implementation date of October 2004. If the IRS does not deploy an encryption solution using SSL through the Internet by July 2005, the contractor must encrypt IRS return data transmissions between the preparation site (to/from) and the contractor's site and between the contractor's site (to/from) and the IRS Front-End Processing Systems. The

encrypted method must be compliant with FIPS 140-1-, 140-2 or 197, or the current appropriate comparable FIPS-compliant and IRS approved standard.

The contractor must provide a plan for both Internet as well as modem to modem or router to router transmissions.

- e. All network devices located at IRS sites that are managed remotely via modems will receive security controls to minimize vulnerabilities such as being disconnected from dial up access except on occasions when needed.
- f. The contractor will authenticate every transmission that is directed to the contractor location to ensure the originator is an authorized IRS licensee.

8.4 Security Oversight

The contractor shall adhere to the following security oversight procedures/guidelines:

- a. All facilities containing computers that process FTI would be subject to the rules and standards set forth in the IRS IRM 1.4, and 1.16, for physical and personnel security and Internal Revenue Code (IRC) 6103, Confidentiality and Disclosure of returns or return information.
- b. The contractor will facilitate the IRS utilizing automated software tools to assess network and operating system components vulnerabilities that would potentially promote risk in the management of federal tax administration.
- c. The contractor's facility, networks and computers will be subject to reviews at anytime by the IRS with a minimum of one annual review for the purpose of verifying compliance with physical, personnel, network, and computer security.
- d. The contractor agrees to apply IRS recommendations to secure FTI related operating systems, network components, and networks, or provide the IRS justification as to the reasons why a particular IRS recommended mitigation would prevent processing of FTI.
- e. Award of this contract will be contingent upon the contractor's facility, systems, and procedures, successfully passing the IRS Safeguard Review, performed within 2-weeks after notice of intent to award. Subsequent to the Safeguard Review, the contractor must submit a plan of compliance to mitigate the risks within 2-weeks from IRS notification of vulnerabilities or risks disclosed during the review. Once IRS approves the plan the contractor must be fully compliant with the recommendations within 60 days. IRS will perform a follow-up safeguard review within 2-weeks after the 60 day deadline to validate contractor compliance.

8.5 Disaster Recovery

The contractor shall provide the capability to reestablish IRS licensee's data files to a condition that existed prior to the hardware or software interruption in the event of system failures or facility disasters to prevent loss of data and provide business continuity.

The contractor shall provide maintenance support on their equipment and telecommunication that allows the contractor system repairs to begin within 2 hours of problem being detected.

8.6 Contractor Provided Security Documentation

A separate section in the documentation must describe the security features of the product as well as how to implement the security features. The documentation must distinguish security responsibilities between the developer, administrator, user and security personnel.

The documentation must describe administrative responsibilities required to implement security features, procedures to examine available audit files, and the construction of application audit records.

The documentation must describe the developer's security test plan and the results from security features functional testing.

8.7 U.S. Citizenship or Lawful Permanent Resident Status

Contractor employees who require access to Treasury owned or controlled facilities, information systems, security items or products and/or sensitive but unclassified information shall reside within the United States or its territories and possessions and either be U.S. Citizens or have lawful permanent resident status. Security screening requirements, however, apply to both U.S. citizens and lawful permanent residents hired as contractors.

A Lawful Permanent Resident is defined as any individual who is not a citizen or national of the United States who has been lawfully admitted into the United States and accorded the privilege of residing permanently in the U.S. as an immigrant in accordance with the immigration laws, such status not having changed.

8.8 Disclosure, Safeguards, Security, Privacy and Employee Conduct

The Internal Revenue Service will have the right to send its officers and employees or contractors into the offices and plants of the contractor and/or sub-contractor(s) for inspection of the facility and operations provided for the performance of any work under this contract. On the basis of such inspection, the contracting officer may require specific measures in cases where the contractor is found to be noncompliant with contract safeguards. The IRS has the right at anytime with or without prior notification to the contractor to perform a site visit for security purposes.

In the performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his/her employees with the following requirements:

a. All work shall be performed under the supervision of the contractor or the contractor's responsible employees.

b. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS contracting officer.

c. All returns and return information will be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output should be given the same level of protection as required for the source material.

d. The contractor certifies that the data processed during the performance of this contract shall be completely purged from all data storage components of his/her computer facility, and the contractor will retain no output after the time the IRS contract is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

e. Any spoilage or any intermediate hard copy printout, which may result during the processing of IRS data, shall be given to the IRS contracting officer or his/her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and shall provide the IRS contracting officer or his/her designee with a statement containing the date of destruction, description of material destroyed, and the method used (e.g., burning, shredding).

f. No work involving information furnished under this contract will be subcontracted without the specific approval of the IRS contracting officer.

g. Should a person (contractor or sub-contractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249-8), incorporated herein by reference, may be invoked, and the person (contractor or sub-contractor) will be considered to be in breach of this contract.

h. In the event that the contractor detects any attack or attempted attack on the systems used for processing return information under this contract it shall promptly notify the COTR and the IRS Computer Security Incident Response Center (CSIRC) but in no event less than 24 hours after the detection. If CSIRC detects any attack or attempted attack on the systems used for processing return information under this contract, it shall be provided with the contractors POC authorized to receive warnings and resolve.

i. Because of heightened security awareness, the Service may, from time to time, notify the contractor of increased risks, and request changed security procedures. The contractor shall promptly negotiate with the Service to determine the timing, scope, and resolution of the problems.

j. The contractor personnel shall work in a professional manner and comply with all security and confidentiality rules, regulations, policies and procedures required by the Government, necessary to complete this task, per the individual sites. The IRS reserves

the right to remove any contractor personnel from this task, as deemed necessary. The contractor shall be responsible for providing replacement personnel as soon as possible, in order to satisfy the terms of this agreement.

8.9 Network Security Regulatory Compliance

The contractor will comply with the criteria specified in the IRSAP and Internal Revenue Manual 25.10.6.1 as stated below:

IRM 25.10.1.6.1 System Access Protection (01-01-2002)

- a. All IRS information technology (IT) resources (e.g., operating systems, communications software, program products, security software, applications, data) must be adequately protected, consistent with IRS information security policies, standards, and procedures, to prevent unauthorized use, modification, disclosure, destruction, and denial.
- b. The Department of Treasury policy establishes the requirement to execute a minimum level of protection for information systems accessed by more than one user when those users do not have the same authorization to use all or some of the sensitive information processed, stored, or transmitted by the information system or network.
- c. For the protection of systems and networks which process, store, or transmit sensitive information, at a minimum, the identification and authentication, access control, auditing, and object reuse security functions shall be implemented.

8.10 Compliance with IRS Rules and Regulations

The contractor shall comply with all applicable rules and regulations as specified in the most current versions of:

Department of Treasury Acquisition Regulation (DTAR)
 Department of Treasury Security Manual, TD P 71-10 Chapter VI, Number 6.B.3,
 Physical Security for Sensitive But Unclassified Facilities
 Department of Treasury Manual 85-01
 Federal Acquisition Regulations (FAR)
 Federal Information Processing Standards (FIPS) 140-1, 140-2, 197
 Internal Revenue Manual (IRM) 1.4, Managers Security Handbook
 Internal Revenue Service Acquisition Procedures (IRSAP)
 IRM 1.16, Physical Security Program
 IRM 1.23.2, Contractor Personnel Security
 IRM 1.23.2.2, Contractor Investigations
 IRM 25.10.6.1
 Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a)
 National Institute of Standards and Technology (NIST) Publication 800-26
 Publication 1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns
 Publication 1345A, Filing Season Supplement for Authorized e-file Providers
 Publication 1346, Electronic Return File Specifications and Record Layouts for Individual Income Tax Returns

Publication 1436, Test Package for Electronic Filers of Individual Income Tax Returns
Revenue Procedure 2000-31
United States Code (USC), Title 26, Internal Revenue Code (IRC) Section 6103,
Confidentiality and Disclosure of Returns or Return Information
USC, Title 26, IRC Sections 7213, 7213a and 7431
USC, Title 18, IRC Sections 641 and 3571

9.0 PERIOD OF PERFORMANCE

The period of performance of this contract shall be one year with 4 additional option years.

10.0 TRAVEL

The IRS will not reimburse the contractor for any travel costs incurred in the delivery of any requirement under this contract.

11. POINTS OF CONTACT

11.1 Contracting Officer's Technical Representative

To be released after award.

11.2 IRS Point of Contact (IRS POC)

To be released after award.

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)	(AUG 2000)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	(APR 1984)
52.224-2	PRIVACY ACT (APR 1984)	(APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)	(DEC 2001)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)	(JAN 1991)
52.227-19	COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS (JUN 1987)	(JUN 1987)
52.247-34	F.O.B. DESTINATION (NOV 1991)	(NO 1991)

1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (OCT 2000)

a. Contractor Performance Evaluations Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15.

A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final. Copies of the evaluations, Contractor responses, and review comments, if any will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations Contractors that have

Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: http://ocm.od.nih.gov/cdmp/cps_contractor.htm. The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

DT1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

(a) The contracting officer's technical representative is:

To be designated at time of award

(b) Performance of work under this contract shall be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

- (1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
- (2) constitutes a change as defined in the clause entitled "Changes";
- (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) interferes with the contractor's right to perform under the terms and conditions of the contract; or,
- (6) directs, supervises or otherwise controls the actions of the contractors employees.

(d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government workday.

(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

(End of clause)

IR1052-00-025 SHIPPING LABEL INSTRUCTIONS

All contractors shall clearly mark the procurement award number(s) on the shipping label of each delivery of supplies, products, components, equipment or any other package to the Internal Revenue Service (IRS), U.S. Department of Treasury Bureau or any other Government location under this award. The unique IRS award number is the number that is of primary importance on the shipping labels in order for the IRS to track inventory. The IRS designator could consist of the following: the IRS Contract Number, or Purchase Order Number, the IRS Blanket Purchase Agreement (BPA) Number against a GSA contract, and the Delivery Order or Task Order Number against an IRS, GSA or other Government agency contract/BPA. If the product being delivered has multiple procurement award numbers, each of those numbers shall be clearly marked on the shipping label. For example, an award under an IRS BPA should list the BPA number first, followed by the order number on the shipping label.

GSA contract or FSS numbers are only required on shipping labels when the order has no unique IRS award designator.

IR1052-01-001 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own

financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver.

Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) directly to:
Internal Revenue Service

Office of Financial Applications Support and Technology
P. O. Box 3339,
Cincinnati, Ohio 45201-3339
Or Fax to: (513) 263-5020

The ACH Vendor/Miscellaneous Payment Enrollment Form can be obtained from the IRS Contracting Officer or from the IRS Office of Financial Applications Support and Technology, points of contact, Joan Aker or Nancy Estep at (513) 263-5069/5055, if not included in this solicitation/award.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to:
CFOBFC.CCRPaymentinformation@irs.gov

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended. Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The waiver request form can be obtained via the Contracting Officer or the IRS Office of Financial Applications Support and Technology at telephone (513) 263-5069/5055 or e-mail Nancy.V.Estep@irs.gov or Joan.Aker@irs.gov. Waivers from EFT Payments are only granted by the IRS Office of Financial Applications Support and Technology and

contractors must obtain the waiver from EFT payments, prior to award being made.

IR1052-96-070 NEWS RELEASES

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without such consent first being so obtained, the Government shall consider institution of all remedies available under the provisions of this contract.

[End of Clause]

1052.224-9005 IRSAP 1052.224-9005 Disclosure of Information (Jan 1998)

(a) I hereby certify that I will not disclose the identity of the taxpayer (living or deceased) or the property or items to be valued, nor the results of any appraisal unless authorized in writing by the Contracting Officer. I agree that, whether or not a contract is awarded to me, I will keep all information confidential.

(b) If an IRS contract is awarded and it is necessary to allow inspection or to disclose confidential information to perform under the contract, I will request, in writing, authorization from the IRS Contracting Officer to make such inspection or disclosure.

[End of Clause]

1052.224-9006 IRSAP 1052.224-9006 Nondisclosure of Information

(a) Except as provided elsewhere in this contract, the contractor shall not disclose the identity of the taxpayer or property being appraised, nor the results of the appraisal except to the individual specified in this contract to receive the contractor's report.

(b) Only those inspections or disclosures authorized in writing by the Contracting Officer may be made, and only when it is clearly shown by the contractor that such inspections or disclosures are essential to successfully perform under this contract.

(c) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249- 8), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

[End of Clause]

1052.2249000C IRSAP 1052.224-9000(c) Disclosure of Information-- Safeguards

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his/her employees with the following requirements:

(1) All work shall be performed under the supervision of the contractor or the contractor's responsible employees.

(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material.

(4) The contractor certifies that the data processed during the performance of this contract shall be completely purged from all data storage components of his/her computer facility and no output will be retained by the contractor at the time the IRS work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized inspection or disclosure.

(5) Any spoilage or any intermediate hard copy printout which may result during the processing of IRS data shall be given to the IRS Contracting Officer or his/her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and shall provide the IRS Contracting Officer or his/her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) No work involving information furnished under this contract will be subcontracted without the specific approval of the IRS Contracting Officer.

(7) All computer systems processing, storing and transmitting tax data must meet or exceed computer access protection controls - (C2). To meet C2 requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance and documentation. All security features must be available (object reuse, audit trails, identification\authentication, and discretionary access control) and activated to protect against unauthorized use of and access to tax information.

(8) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249-8), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

[End of Clause]

1052.2249000D IRSAP 1052.224-9000(d) Disclosure of "Official Use Only"

Any Treasury Department Information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

[End of Clause]

1052.2249001A IRSAP 1052.224-9001(a) Disclosure of Information--

(1) Each officer or employee of any person (contractor or subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (contractor or subcontractor) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such

unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-.

(2) Each officer or employee of any person (contractor or subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(I)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

[End of Clause]

10522249000AR IRSAP 1052.224-9000(a) Disclosure of Information-Safeguards

In performance of this contract, the contractor agrees to comply and assume responsibility for compliance by his/her employees with the following requirements:

(1) All work shall be performed under the supervision of the contractor or the

contractor's responsible employees.

(2) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer. (3) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (52.212-4(m)), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

[End of Clause]

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (Feb 2002)

52.212-4 Contract Terms and Conditions-Commercial Items.
As prescribed in 12.301(b)(3), insert the following clause:

Contract Terms and Conditions-Commercial Items (Oct 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach

agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which

reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability

resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Indefinite-Delivery, Indefinite-Quantity contract resulting from this solicitation. (End of provision)

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the contract's expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$30,000,000;

(2) Any order for a combination of items in excess of \$30,000,000; or

(3) A series of orders from the same ordering office within 1 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum- order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and

effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months beyond the contract's expiration date. (End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the contract's expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Leona Brown, IRS, National Office Procurement, 6009 Oxon Hill Road, Constellation Center, Suite 500, Oxon Hill, Maryland 20745.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

1052.2249000B IRSAP 1052.224-9000(b) Disclosure of Information-- Safeguards (January 1998)

In performing the services described herein, the contractor agrees to comply and assume responsibility for compliance by his/her employees with the following requirements:

(1) The films or photo impressions and reproductions made there from shall be used only for the purpose of carrying out the provisions of this contract and information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

(2) All the services shall be performed under the supervision of the contractor or his/her responsible employees.

(3) All material received for processing and all processed and reproduced material shall be kept in a locked fireproof compartment in a secure place when not being worked upon.

(4) All spoilage of reproductions made from the film or photo impressions supplied to the contractor shall be destroyed and a written statement under the penalties of perjury shall be submitted to the Contracting Officer that such destruction has been accomplished.

(5) All film, photo impressions, and reproductions made therefrom shall be

submitted to the Internal Revenue Service by personal delivery, express mail, first-class mail, parcel post, or bonded carrier.

(6) Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspection or disclosure shall be addressed to the Contracting Officer.

(7) Should the contractor or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR-52.249-8), incorporated herein by reference, may be invoked, and the contractor will be considered to be in breach of this contract.

[End of Clause]

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS (JAN 2004)

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (May 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

 (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii) Alternate I (Mar 1999) of 52.219-5.

- ___ (iii) Alternate II (June 2003) of 52.219-5.
- ___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- _X_ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- _X_ (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ___ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- _X_ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).
- _X_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _X_ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- _X_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- _X_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- _X_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ___ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (22) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- ___ (23)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (24) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- __X_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- ___ (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- ___ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- __X_ (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- __X_ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..
- ___ (ii) Alternate I (Apr 1984) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain

the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to-

(1) furnish phase-in training; and
(2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (JULY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and

daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(5) Common parent.

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is, ___ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is, ___ is not a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ___ is, ___ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following): Number of Employees Average Annual Gross Revenues

- ☐ 50 or fewer ☐ \$1 million or less
- ☐ 51-100 ☐ \$1,000,001-\$2 million
- ☐ 101-250 ☐ \$2,000,001-\$3.5 million
- ☐ 251-500 ☐ \$3,500,001-\$5 million
- ☐ 501-750 ☐ \$5,000,001-\$10 million
- ☐ 751-1,000 ☐ \$10,000,001-\$17 million
- ☐ Over 1,000 ☐ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either- (A) It is, or is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products: Line Item No. Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate.
(Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":
FTA Country or Israeli End Products: Line Item No. Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
Other Foreign End Products: Line Item No. Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate,

Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products: Line Item No.

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products: Line Item No. Country of Origin

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products: Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products. Listed End Product Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this

provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
(End of provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)
[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address"

refers to the address of the small disadvantaged business concern that is participating in the joint venture.

IRT99-09-0001 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS -100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed.
(31 U.S.C. 1354)

(End of Provision)

SMALL BUSINESS SUBCONTRACTING PLAN

DEPARTMENT OF THE TREASURY SMALL, HUBZone SMALL, SMALL DISADVANTAGED, WOMEN-OWNED SMALL, VETERAN-OWNED SMALL BUSINESS, & SERVICE DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS SUBCONTRACTING PLAN OUTLINE

The following outline meets the minimum requirements of Public Law 95-507 and the Federal Acquisition Regulation (FAR) Subparts 19.7. It is intended to be a guideline. It is not intended to replace any existing corporate plan which is more extensive. If assistance is needed to locate small business sources, contact the Director, Office of Small Business Programs (202) 622-0530 or the bureau Small Business Specialist, Jodie Paustian, (202) 283-1199. Please note that the Department of the Treasury has subcontracting goals of 41% for small business, 3 % for HUBZone small business, 5 % for small disadvantaged business, 5 % for women-owned small business, and 3 % for Service Disabled Veteran-Owned small business concerns for fiscal year 2004. For this procurement, the Department of the Treasury expects all proposed subcontracting plans to contain the following goals, at a minimum, for small business 41%, for HUBZone small business concerns 3 %, for small disadvantaged business concerns 5 %, for women-owned small business concerns 5 %, and for Service Disabled Veteran-Owned small business concerns 3 %. Although there is no statutory goal for Veteran-Owned small business (VOSB) concerns, a VOSB goal must be proposed in accordance with FAR 19.7 and should represent the offeror's effort to provide the maximum practicable subcontracting opportunities for VOSBs. These percentages shall be expressed as percentages of the total available subcontracting dollars.

Identification Data:

Company Name: _____

Address: _____

Date Prepared: _____ Solicitation Number: _____

Item/Service: _____

Place of Performance: _____

1. TYPE OF PLAN: (Check only one).

_____ INDIVIDUAL PLAN: *In this type of plan all elements are developed specifically for this contract and are applicable for the full term of this contract.*

_____ MASTER PLAN: *In this type of plan, goals are developed for this contract; all other elements are standard. The master plan must be approved every three (3) years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.*

_____ COMMERCIAL PLAN: *This type of plan is used when the contractor sells products and services customarily used for non-government purposes. Plan/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during year approved. The contractor must provide a copy of the initial agency approval, AND MUST SUBMIT AN ANNUAL SF 295 TO TREASURY WITH A BREAKOUT OF SUBCONTRACTING PRORATED FOR TREASURY (WITH A BUREAU BREAKDOWN, IF POSSIBLE).*

2. GOALS:

FAR 19.704(a)(1) requires separate dollar and percentage goals for using small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns as subcontractors for the base year and each option year. (Please note that the goals for HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns are sub-sets of the small business goal).

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

FY_ BASE	FY_ 1ST OPTION	FY_ 2ND OPTION	FY_ 3RD OPTION	FY_ 4TH OPTION**
\$ _____ \$ _____	\$ _____	\$ _____ \$ _____		

B. Estimated dollar value* and percentage of planned subcontracting to small business concerns is:
 (*This figure includes the amount in C., D., E., F., and G. below.)

FY_ BASE	FY_ 1ST OPTION	FY_ 2ND OPTION	FY_ 3RD OPTION	FY_ 4TH OPTION**
\$ _____ \$ _____	\$ _____	\$ _____ \$ _____		
_____ % _____ %	_____ %	_____ % _____ %		

C. Estimated dollar value and percentage of planned subcontracting to HUBZone small business concerns is:

FY_ BASE	FY_ 1ST OPTION	FY_ 2ND OPTION	FY_ 3RD OPTION	FY_ 4TH OPTION**
\$ _____ \$ _____	\$ _____	\$ _____ \$ _____		
_____ % _____ %	_____ %	_____ % _____ %		

D. Estimated dollar value and percentage of planned subcontracting to small disadvantaged business concerns is:

FY_ BASE	FY_ 1ST OPTION	FY_ 2ND OPTION	FY_ 3RD OPTION	FY_ 4TH OPTION**
\$ _____ \$ _____	\$ _____	\$ _____ \$ _____		
_____ % _____ %	_____ %	_____ % _____ %		

E. Estimated dollar value and percentage of planned subcontracting to small women-owned business concerns is:

FY_ BASE	FY_ 1ST OPTION	FY_ 2ND OPTION	FY_ 3RD OPTION	FY_ 4TH OPTION**
\$ _____ \$ _____	\$ _____	\$ _____ \$ _____		
_____ % _____ %	_____ %	_____ % _____ %		

F. Estimated dollar value and percentage of planned subcontracting to veteran-owned small business concerns is:

FY_		FY_		FY_		FY_		FY_
BASE		1ST OPTION		2ND OPTION		3RD OPTION		4TH OPTION**
\$	\$	\$		\$	\$			
%	%	%		%	%			

G. Estimated dollar value and percentage of planned subcontracting to service disabled veteran-owned small business concerns is:

FY_		FY_		FY_		FY_		FY_
BASE		1ST OPTION		2ND OPTION		3RD OPTION		4TH OPTION**
\$	\$	\$		\$	\$			
%	%	%		%	%			

**IF ANY CONTRACT HAS MORE THAN FOUR OPTIONS, PLEASE ATTACH ADDITIONAL SHEETS SHOWING DOLLAR AMOUNTS AND PERCENTAGES.

H. Supplies and/or services to be subcontracted under this contract, business size (i.e., SB, HUBZone, SDB, WOB, VOSB, SDVOSB, and LB), and the estimated dollar expenditure, are:
(Check all that apply).

SUPPLY/ SERVICE	COMPANY NAME (IF KNOWN)	BUSINESS SIZE (SB, HUBZone, SDB, WOB, VOSB, SDVOSB, LB)	DOLLAR AMOUNT
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(Attach additional sheets if necessary.)

I. Explain the methods used to develop the subcontracting goals for small, HUBZone small business, small disadvantaged, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small, HUBZone small business, small disadvantaged, women-owned small, veteran-owned small business, and service disabled veteran-owned small businesses were determined, and how the capabilities of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned and service disabled veteran-owned small businesses were determined. Identify all source lists used in the determination process.

J. Indirect and overhead costs _____ HAVE BEEN
 _____ HAVE NOT BEEN
 included in the dollar and percentage subcontracting goals stated above. (Check one.)

K. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned, and service disabled veteran-owned small business concerns.

3. PLAN ADMINISTRATOR:

FAR 19.704(a)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, position within the corporate structure and the duties of that employee.

Name: _____
 Title: _____
 Address: _____

 Telephone: _____
 Fax: _____
 E:mail Address: _____
 Position: _____

Duties: Does the individual named above perform the following? (If NO is checked, please indicate who in the company performs those duties, or indicate why the duties are not performed in your company).

A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned, and service disabled veteran-owned small business concerns.
 _____ YES _____ NO

- B. Developing and maintaining bidders' lists of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns from all possible sources.
 _____YES _____NO
- C. Ensuring periodic rotation of potential subcontractors on bidders' lists.
 _____YES _____NO
- D. Assuring that small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
 _____YES _____NO
- E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small businesses.
 _____YES _____NO
- F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business participation.
 _____YES _____NO
- G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns.
 _____YES _____NO
- H. Overseeing the establishment and maintenance of contract and subcontract award records.
 _____YES _____NO
- I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
 _____YES _____NO
- J. Directly or indirectly counseling small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns on subcontracting opportunities and how to prepare responsive bids to the company.
 _____YES _____NO

- K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, or service disabled veteran-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.
_____YES _____NO
- L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures.
_____YES _____NO
- M. Developing and maintaining an incentive program for buyers which support the subcontracting program.
_____YES _____NO
- N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.
_____YES _____NO
- O. Preparing and submitting timely reports.
_____YES _____NO
- P. Coordinating the company's activities during compliance reviews by Federal agencies.
_____YES _____NO

4. EQUITABLE OPPORTUNITY

FAR 19.704(a)(8) requires a description of the efforts your company will make to ensure that small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. (Check all that apply.)

- A. Outreach efforts to obtain sources:
- ☐ Contacting minority and small business trade associations
 - ☐ Contacting business development organizations
 - ☐ Attending small and minority business procurement conferences and trade fairs
 - ☐ Finding sources from the Small Business Administration's Procurement Network (ProNet)
- B. Internal efforts to guide and encourage purchasing personnel:
- ☐ Presenting workshops, seminars and training programs
 - ☐ Establishing, maintaining and using small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business source lists, guides and other data for soliciting subcontracts
 - ☐ Monitoring activities to evaluate compliance with the subcontracting plan

C. Additional efforts: (Please describe.)

5. CLAUSE INCLUSION AND FLOW DOWN

FAR 19.704(a)(9) requires that your company include FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. Your company must require all subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan."

Your company agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns must be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including Standard Form (SF) 294 and SF 295 reports.

- C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether HUBZone small business concerns were solicited, and if not, why not; (3) whether small disadvantaged business concerns were solicited, and if not, why not; (4) whether women-owned small business concerns were solicited, and if not, why not; (5) whether veteran-owned small business concerns were solicited, and if not, why not; (6) whether service disabled veteran-owned small businesses were solicited, and if not, why not; and (7) reasons for the failure of solicited small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns to receive the subcontract award.
- _____ YES _____ NO
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conference and trade fairs.
- _____ YES _____ NO
- E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.
- _____ YES _____ NO
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size and ownership status (HUBZone, SDB, WOB, VOSB, SDVOSB, etc.) of each subcontractor. (This item is not required for company or division-wide commercial plans.)
- _____ YES _____ NO
- G. Other records to support your compliance with the subcontracting plan: (Please describe)
- _____
- _____
- _____
- _____

8. TIMELY PAYMENTS TO SUBCONTRACTORS

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, veteran-owned small business concerns, and service disabled veteran-owned small business concerns.

Your company has established and uses such procedures:

 YES NO

9. DESCRIPTION OF GOOD FAITH EFFORT

Maximum practicable utilization of small, HUBZone small, small disadvantaged women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d)(4)(F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business subcontracting goals, **outline the steps your company plans to take.** These steps will be negotiated with the contracting officer prior to approval of the plan.

10. SIGNATURES REQUIRED

This subcontracting plan was SUBMITTED by:

Signature:
Typed Name:
Title:
Date:

This subcontracting plan was REVIEWED by:

Signature:
Typed Name:
Title: Contracting Officer
Date:

This subcontracting plan was REVIEWED by:

Signature:
Typed Name:
Title: Small Business Specialist
Date:

This subcontracting plan was REVIEWED by:

Signature:
Typed Name:
Title: Small Business Administration Representative
Date:

This subcontracting plan was APPROVED by:

Signature:

Typed Name:

Title: Director, Office of Small Business Programs (or designee)

Date:

This subcontracting plan was ACCEPTED by:

Signature:

Typed Name:

Title: Contracting Officer

Date:

